

STATEMENT OF WORK

ENDOSCOPE MAINTENANCE AND REPAIR SERVICES

1.0 SCOPE OF WORK

Contractor shall provide Maintenance and Repair Services as described in this Exhibit A (Statement of Work), for County Facilities (Facilities). Contractor's services shall be provided for all equipment and services listed in Agreement, Exhibit B-1, Rate Sheet, Maintenance and Repair Services – All Inclusive and B-2, Rate Sheet, Maintenance and Repair Services – As-Needed at the applicable rates set forth therein.

2.0 DEFINITIONS

Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Exhibit A – Statement of Work.

- 2.1 “Equipment” – shall mean an instrument, apparatus, machine, or other similar or related article, including all hardware, components, parts, accessories, replacements, and/or upgrades, which is intended for the diagnosis, care, treatment, or monitoring of a Facility patient.
- 2.2 “Maintenance Services” – shall have the meaning specified in Section 3.1 (Maintenance Services).
- 2.3 “Repair Services” – shall mean the restoration of each piece of equipment to its original function on an as-needed basis, as may be required by the Facility in response to the failure or malfunctioning of such equipment.
- 2.4 “Medical Incident” – shall mean the involvement of any equipment covered under this Agreement that has or may have caused or contributed to a patient’s injury, serious illness, or death

3.0 REQUIRED SERVICES

Contractor shall provide all Services described under this Section 3.0 (Required Services) during Support Hours, at the All-Inclusive rates set forth in Agreement, Exhibit B-1, Rate Sheet, Maintenance and Repair Services – All Inclusive, which shall be inclusive of any and all travel expenses, labor and parts. All services described in this Section 3.0 shall be provided at no additional cost to the County.

3.1 Maintenance Services

- 3.1.1 Contractor shall provide County Facilities, at a minimum, annual routine maintenance services (“Maintenance Services”), or in accordance with the manufacturer’s maintenance instructions, for all

Hardware related Equipment listed in Exhibit B-1 as selected by a facility. Such services shall be performed on time period mutually agreed upon by a Facility and Contractor. The scheduled number of Maintenance Services shall meet the reasonable needs of each Facility, shall be performed at regularly scheduled intervals, and shall comply with all appropriate licensing and accrediting agencies, including but not limited to the Joint Commission, Occupational Safety and Health Administration (OSHA), CCR Title 22, and College of American Pathologist (CAP) standards, as applicable. In any event, Contractor shall ensure that all equipment is maintained to all minimum regulatory compliance standards.

3.1.2 Maintenance Services shall include, but are not limited to, diagnosis; inspection; cleaning; lubrication; safety inspection; functional tests; adjustments or calibrations necessary to facilitate proper functioning of the Equipment and, as applicable, compliance with regulatory agencies' requirements and guidelines. Maintenance Services shall also include replacement of worn, defective or broken parts with new and/or Contractor-certified parts specifically designed for the Equipment and replacement of unserviceable parts with new parts equivalent to the original parts in performance or original equipment manufacturer ("OEM") parts.

3.1.3 Contractor shall perform the regularly scheduled number of Preventive Maintenance described above to meet the requirements set by manufacturer specifications and all appropriate licensing and accrediting agencies (e.g. The Joint Commission, Occupational Safety and Health Administration ("OSHA"), CCR Title 22, and College of American Pathologist ("CAP") standards, as applicable. In any event, Contractor shall ensure that all equipment is maintained to all minimum regulatory compliance standards.

3.1.5 Compliance with Regulatory Agencies - Contractor shall ensure that Equipment, comply with all applicable current and future local, State and Federal requirements.

3.2 As Needed Repair Services

3.2.1 Contractor shall provide as needed repair services for including minor and major repairs (e.g. overhaul, modification, or refurbishing) based on the pricing schedule set forth in Exhibit B-2, Rate Sheet, Maintenance and Repair Services, as selected by a Facility. Contractor shall respond to a service call within four hours. Contractor shall perform such services within a time period mutually agreed upon by a Facility and Contractor.

3.3 Loaner or Replacement Program

3.3.1 Contractor shall provide a Loaner or Replacement Program to help continue services without interruption while equipment is being repaired at no cost to County. Loaners shall be provided when scope repairs are scheduled to take more than 3 days.

3.3.2 Contractor shall pay for shipping and handling expenses of Loaner or Replacement endoscope.

3.5 Breakage and/or Loss

Contractor shall replace and/or repair (at time of servicing) any equipment and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of Contractor, and to the extent thereof, at no additional cost to the County.

3.6 Rework

Contractor shall rework improperly repaired equipment, correct any damage resulting therefrom, and supply all necessary parts and materials at no additional cost to County. Service personnel shall also repair any defective parts purchased and installed by such service personnel and shall repair any damage to the Equipment resulting from, and to the extent of, Contractor's negligence, willful misconduct or conduct inconsistent with the requirements of this Agreement, at no additional cost to County.

3.7 Service Reports

Contractor shall develop and maintain written service reports and provide a written record for all services provided on each equipment at a Facility on a monthly basis. Such service report(s) shall:

- A. Meet all licensing, accrediting and regulatory agency requirements.
- B. Clearly identify the equipment serviced by model number, serial number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available).
- C. Include an itemization and description of services performed, including electrical check and calibration reading.
- D. List any parts installed.
- E. Include the service date(s)
- F. Give the name of the service technician who performed the service.

A copy of such service report shall be given to the Facility at the time the service is performed. Such service reports are the property of County and shall remain on-site at each Facility.

3.8 Educational Training

Contractor shall provide on-site in-service education and training session on the correct care, cleaning, and handling of scopes.

3.9 Exclusions

Contractor is not financially responsible to provide the repair services above for the following:

3.9.1 Defects or damage to equipment resulting from gross misuse, abuse, negligence, acts of God and other disasters, nonperformance or scheduled operator and maintenance items or non-approved reprocessing methods.

3.9.2 Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor-authorized personnel, unless repair by others is made with the written consent of Contractor.

3.9.3 Contractor shall provide a written notification to Facility Project Manager if equipment is deemed defective, caused by exclusions, and will not proceed with repair until a mutually agreeable course of action is determined.

4.0 ADDITIONAL SERVICES

Services, other than the services described in Section 3.0, Required Services above, are Additional Services, including Professional Services. In the event that Additional Services are authorized by the County, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. To effectuate Additional Services, all changes must be made in accordance with the Agreement, Sub-paragraph 8.1 Amendments to the Agreement, which is signed by both parties, and executed prior to any work beginning.

5.0 RESPONSIBILITIES

5.1 County Personnel

The County will administer the Agreement according to the Agreement, Paragraph 6.0, County Administration. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with the Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments.

5.2 Contractor Personnel

5.2.1 Contractor shall designate a Contractor Project Manager to lead and coordinate Contractor's provision of services described hereunder and act as a central point of contact with County personnel. Contractor Project Manager shall be available during business of Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.

5.2.2 Contractor Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder.

5.2.3 Contractor Project Manager shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

5.2.5 Contractor service personnel shall be appropriately licensed, certified, credentialed, and trained in accordance with Contractor requirement to perform the services hereunder and shall have, at a minimum, knowledge and expertise in the following areas including but not limited to:

5.2.5.1 Diagnosis and inspection of Equipment to determine maintenance and repair needs;

5.2.5.2 Routine cleaning and lubrication of Equipment as necessary; and

5.2.5.3 Electrical and safety inspection of Equipment as necessary.

5.2.6 Contractor shall assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

5.3 Risk Management Program

5.3.1 Contractor shall assist with Facilities Equipment Risk Management Program. Such Program shall require the Facilities written documentation of all medical incidents that involve equipment

covered under this Agreement, whereby such equipment has or may have caused or contributed to a patient's injury, serious illness, or death. Such documentation shall also describe the incident, the equipment involved in the medical incident, and any subsequent examination of such equipment.

5.3.2 The Facility Project Director, or Facility Project Manager, in consultation upon request with Contractor and Facility's Risk Manager, shall provide direct oversight of all activities to decommission, sequester, and examine any equipment which has been involved in a medical incident. Neither party shall use, clean, discard, alter, or repair any equipment involved in such incident prior to the said equipment's examination.

5.3.3 Any equipment, equipment component(s) or equipment part(s) involved in a medical incident shall be stored by Facility and retained onsite until the equipment has been released to Contractor for repairs in accordance with this agreement.

5.4 Reporting Responsibility

When a condition exists related to Contractors service wherein there is imminent danger of injury to the public or damage to property, Contractor shall immediately contact the Facility Project Manager or his/her designee.

5.6 Infection Control: In the event Contractor has employees/personnel on premises ("Personnel"), the following shall be applicable:

5.6.1 Personnel shall strictly adhere to Infection Control and Employee Health Guidelines to prevent the transmission of infections and to assure prompt and appropriate treatment for employee exposure. If any Personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such an occurrence to Facility's Employee Health and Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

5.6.2 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Personnel without the benefit of Personal Protective Equipment (PPE) during the usual incubation period for such infectious disease, Facility will report such occurrences to Contractor. Confirmation that an exposure occurred is made by Employee Health and Infection Control.

- 5.6.3 For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

6.0 ADDITION/DELETION OF FACILITIES AND EQUIPMENT

The Director of Department of Health Services or his designee (Director) may add and/or delete DHS Facility(s) and related equipment as necessary to provide services or to assure that Facility(s) operations are maintained. All changes must be made in accordance with the Agreement, Sub-paragraph 8.1 Amendments.

7.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County has consistently high level of service throughout the term of the Agreement.

7.1 Contract Discrepancy Report

- 7.1.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever an Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

- 7.1.2 The Facility Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor shall respond in writing to the Facility Project Monitor within five (5) workdays with a plan for correction of all mutually agreed upon deficiencies identified in the Contract Discrepancy Report.

7.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time on its own site during normal business hours.